

DECISION

Dispute Codes CNR, MNDC, MNSD, OPT, FF

Introduction

This is an application by the Tenant to cancel a notice to end tenancy and to obtain an order for possession. As the Tenant has already voluntarily vacated the rental unit I find that it is not necessary to address this issue. I dismiss the Tenant's application for these two things.

The Tenant has also made an application for a monetary order for money owed or compensation for damage or loss under the Act in the amount of \$5,110.12 as stated in her application. The Tenant is also seeking the return of her security deposit and the recovery of the filing fee.

Both parties attended in person and gave affirmed testimony.

Issues(s) to be Decided

Is the Tenant entitled to a monetary order for compensation for damage or loss?

Has the Landlord failed to return the security deposit?

Background and Evidence

This application results from the Landlord serving the Tenant with a 2 month notice to end tenancy for Landlord's use of property. The Landlord served the Tenant in person on May 20, 2010. The Notice's move out date indicates May 31, 2010. This notice does not give the requisite 2 months notice. Although the Landlord's notice is not proper service for the 2 months notice, the Tenant moved out voluntarily in good faith. The Tenant also states that the purpose for ending the tenancy by the Landlord has not been carried out. The Landlord's notice to end tenancy for Landlord's use was based on the intention to convert the rental unit to strata lots or a not for profit housing cooperative. During the hearing the Landlord stated that the rental unit and the entire

property remains as is the day the Tenant left. The Landlord has not pursued this intention and had stated that he wished to now sell the property and intends to move to another rental unit that he owns. That decision was made less than two months ago. He is currently awaiting the completion of renovations to his other rental unit before he can move in.

The Tenant has made a claim for costs in her monetary order. The Tenant has made a claim for costs associated for gas for trips to a storage unit, attending a move out inspection, delivering letters for dispute resolution on the Landlord, courier costs to the Residential Tenancy Branch to file application, registered mail fees and money order fees associated with the filing of applications to the Branch. The Tenant is also claiming for fees charged from movers and the cost of storage fees. The Tenant is also seeking compensation for replacing a carpet (doormat) with grey-white paint splatters. The Tenant has filed a monetary order granted by a dispute resolution officer from the Residential Tenancy Branch for enforcement in the Provincial Court. The Tenant is seeking the return of her damage deposit of \$450.00, which has not been returned as of today's hearing date, \$900.00 for the one month rent equivalent for the Landlord's use of property notice and recovery of \$100.00 for the filing of this application.

Analysis

As the Tenant moved out in good faith as per the 2 month notice to end tenancy, I find that the Tenant is entitled under section 51 to the equivalent of one month's rent totalling \$900.00.

I am satisfied that the Landlord has not within a reasonable period after the effective date of the notice caused the rental unit to be used for the stated purpose as marked on the notice. I find that the Tenant is entitled to the amount equivalent to double the monthly rent totalling \$1,800.00.

Costs associated for dispute resolution claims in this matter are not recoverable. As such, I dismiss this portion of her claim.

The Tenant's claim for movers and storage are denied. Instead of filing for dispute for the two month notice to end tenancy, the Tenant chose to accept the notice and move out. Costs associated for the storage and movers are denied.

The Tenant has not provided evidence that the Landlord's claim for carpet replacement was caused by the Landlord's negligence. Lacking evidence, I dismiss this claim.

I am satisfied that the Tenant is entitled to the filing fee of \$21.00 for enforcement of an order issued from the Residential Tenancy Branch.

As the Tenant has been successful in her application, I find that she is entitled to the recovery of the \$100.00 filing fee.

With no application for dispute resolution filed by the Landlord, I order that the Landlord return the security deposit of \$450.00.

I find that the Tenant has established a total claim for \$3,271.00. I grant an order under section 67 for the Tenant in the amount of \$3,271.00.

Conclusion

The Tenant is granted a monetary order for \$3,271.00

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.
